

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:)	
)	
CIRCUIT CITY STORES, INC., et al.,)	Case No. 08-35653-KRH
)	Jointly Administered
)	
Debtors.)	Chapter 11

**RESPONSE AND REQUEST FOR HEARING OF CORMARK, INC. TO DEBTORS'
TWENTY-SECOND OMNIBUS OBJECTION TO CLAIMS (DISALLOWANCE OF
CERTAIN CLAIMS FILED AGAINST THE WRONG DEBTOR)
(Claim Number 7304)**

Cormark, Inc. ("Cormark"), by and through its undersigned counsel, hereby responds to the Debtors' Twenty-Second Omnibus Objection to Claims (Disallowance of Certain Claims Filed Against the Wrong Debtor) (the "Omnibus Objection") (Docket #3710) and requests a hearing with respect to the same, stating as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (B).
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

Factual Background

3. Cormark is in the business of designing, producing, and distributing point-of-purchase displays, merchandise displays, retail signage, and store fixtures.

Neil E. McCullagh (VSB No. 39027)
nmccullagh@cantorarkema.com
Ronald A. Page, Jr. (VSB No. 71343)
rpage@cantorarkema.com
Cantor Arkema, P.C.
1111 East Main Street, 16th Floor
Richmond, Virginia 23219
Telephone: (804) 644-1400
Counsel for Cormark, Inc.

4. On or about June 23, 2008, Circuit City Stores, Inc. ("Stores") signed a Quote prepared by Cormark for production and delivery of 559 store displays for Circuit City's MP3-player inventory, at an estimated price of \$2,042,103.50 (the "Quote"). Copies of the Quote are attached to each of the Cormark's Claims, defined below.

5. On or about June 25, 2008, Circuit City Purchasing Company, LLC ("Purchasing") issued multiple Purchase Orders to Cormark for the store displays referenced in the Quote (the "Purchase Orders"). A copy of one of the Purchase Orders is attached as **Exhibit A**. Copies of the other Purchase Orders, which are substantially identical to Exhibit A, are not attached to the Claims or filed with this Response because together they are voluminous, but they will be produced and provided as needed.

6. Prior to the Petition Date, as defined below, Cormark produced replacement brackets (the "Goods") for use in store displays provided as part of the Quote. The Goods were requested in order to properly display new product lines that did not fit properly in the originally provided brackets. The Goods were produced and partially shipped. Cormark, despite request, was not provided with a purchase order. Attached to each of Cormark's Claims, defined below, are a string of e-mails describing the transaction involving the Goods.

7. On November 10, 2008 (the "Petition Date"), the Debtors filed their respective bankruptcy cases in this Court.

8. Cormark timely filed identical proofs of claim against both Purchasing and Stores in the amount of \$13,185.58, which is the actual amount of Cormark's claim. This sum includes \$12,885 for the Goods and \$300.58 for a Federal Express shipping charge that was mistakenly charged to Cormark.

9. The claim Cormark filed against Purchasing has been assigned Claim Number 7304, and the claim Cormark filed against Stores has been assigned Claim Number 7025. Claim Numbers 7304 and 7025 shall hereinafter be referred to together as the "Claims."

10. In relevant part, the Debtors assert in the Omnibus Objection that Claim Number 7304 should be disallowed because it is a duplicate of Claim Number 7025.

Relief Requested

11. Cormark requests that the Omnibus Objection be denied with respect to the proposed disallowance of Claim Number 7304.

12. Neither of the Claims should be disallowed because both Stores and Purchasing are liable for the amounts owed to Cormark. Stores signed the Quote, in which it agreed to pay Cormark on "net 30 [day]" terms, and Purchasing issued and made payments on the Purchase Orders.

13. The Debtors' implicit assertion in the Omnibus Objection that only Stores is liable to Cormark is incorrect. The submission of a purchase order is an offer. See, e.g., J.B. Moore Electrical Contractor, Inc. v. Westinghouse Electric Supply Company, 221 Va. 745, 750 (1981) ("As a general rule, the submission of a purchase order by a prospective buyer is viewed as an offer which then may be accepted or rejected by a seller."). Accordingly, when Purchasing submitted its Purchase Orders to Cormark, it made an offer to Cormark. Cormark accepted that offer by supplying the goods requested.

WHEREFORE, Cormark requests a hearing on the Omnibus Objection and this Response, the entry of an Order denying the Debtors' Omnibus Objection with respect to Cormark's Claim Number 7304, and such other and further relief as to the Court is proper.

CORMARK, INC.

By: /s/ Ronald A. Page, Jr.
Counsel

Neil E. McCullagh (VSB No. 39027)
nmccullagh@cantorarkema.com
Ronald A. Page, Jr. (VSB No. 71343)
rpage@cantorarkema.com
Cantor Arkema, P.C.
1111 East Main Street, 16th Floor
P.O. Box 561
Richmond, Virginia 23218-0561
Telephone: (804) 644-1400
Facsimile: (804) 225-8706
Counsel for Cormark, Inc.

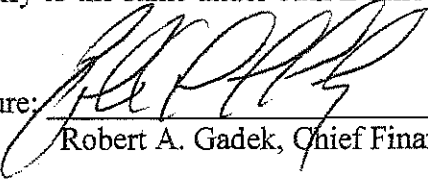
Declaration of Robert A. Gadek, CFO

Mr. Robert A. Gadek states as follows:

I am the Chief Financial Officer of Cormark Inc. With respect to each of the factual allegations contained in paragraphs 3, 4, 5, 6, and 8 of the foregoing Response, I have personal knowledge of such facts and/or I maintain custody and control of Cormark's records relating to those facts in the ordinary course of my employment and have reviewed and become familiar with those records. Each of those allegations is true and correct to the best of my knowledge, information, and belief, and I would testify to the same under oath if called to do so.

Date: July 15, 2009

Signature: _____


Robert A. Gadek, Chief Financial Officer

CERTIFICATE OF SERVICE

I hereby certify that on July 15, 2009, a true and correct copy of the foregoing Response was served by hand or by Federal Express overnight delivery (as indicated below) on the following:

McGuireWoods LLP (By Hand)
Attn: Dion W. Hayes
Attn: Douglas M. Foley
One James Center
901 E. Cary Street
Richmond, VA 23219

Skadden, Arps, Slate, Meagher & Flom, LLP (By Fed Ex)
Attn: Gregg M. Galardi
Attn: Ian S. Fredericks
One Rodney Square
P.O. Box 636
Wilmington, DE 19899-0636

Skadden, Arps, Slate, Meagher & Flom, LLP (By Fed Ex)
Attn: Chris L. Dickerson
333 West Wacker Drive
Chicago, IL 60606

By: /s/ Ronald A. Page, Jr.
Counsel



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		1
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Ship To: See Detail Below

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Attention: Perry, Alex Nathaniel

1- 1	MP3 CATEGORY REFRESH KIT DJ		1.00	KT	3,651.44	3,651.44	06/25/2008
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Ship To: 00598
5400 Brodie Ln
Sunset Valley TX 76745
United States

Schedule Total 3,651.44

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_DJ 3,651.44

2- 1	MP3 CATEGORY REFRESH KIT DJ		1.00	KT	3,651.44	3,651.44	06/25/2008
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Ship To: 03202
7001 NW 4th Blvd
Gainesville FL 32607
United States

Schedule Total 3,651.44

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_DJ 3,651.44

3- 1	MP3 CATEGORY REFRESH KIT DJ		1.00	KT	3,651.44	3,651.44	06/25/2008
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Ship To: 03744
7451 PEACH ST-STE C
ERIE PA 16509
United States

Schedule Total 3,651.44

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_DJ 3,651.44

4- 1	MP3 CATEGORY REFRESH KIT EL		1.00	KT	3,754.28	3,754.28	06/25/2008
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Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior

EXHIBIT

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tabbies



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print			
Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		2
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William McCorey@circuitcity.com			
Ship To:	See Detail Below		

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard						
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amnt	Due Date
Ship To: 00834 3755 Carmia Drive, SW Suite 1100 East Point GA 30331 United States						

Schedule Total 3,754.28

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_EL 3,754.28

5- 1	MP3 CATEGORY REFRESH KIT FJ		1.00 KT	3,651.44	3,651.44	06/25/2008
Ship To: 03592 228 Colony Place Plymouth MA 02360 United States						

Schedule Total 3,651.44

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_FJ 3,651.44

6- 1	MP3 CATEGORY REFRESH KIT FJ		1.00 KT	3,651.44	3,651.44	06/25/2008
Ship To: 04115 224 Daniel Webster Hwy Nashua NH 03060 United States						

Schedule Total 3,651.44

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_FJ 3,651.44

7- 1	MP3 CATEGORY REFRESH KIT GJ		1.00 KT	3,651.44	3,651.44	06/25/2008
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Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print			
Purchase Order	Date	Revision	Page
CC801-0000454323	06/25/2008		3
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard					
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
Ship To: 00847 8823 PULASKI HWY BALTIMORE MD 21237 United States					

Schedule Total 3,651.44

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_GJ 3,651.44

8- 1 MP3 CATEGORY REFRESH KIT GJ 1.00KT 3,651.44 3,651.44 06/25/2008

Ship To: 03200
5555 WHITTLESEY BLVD-BLDG 1000
COLUMBUS GA 31909
United States

Schedule Total 3,651.44

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_GJ 3,651.44

9- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 00237
2805 Santa Rosa Avenue
Santa Rosa CA 95407
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

10- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		4
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard					
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
Ship To: 00252 2121 Arden Way Sacramento CA 95825 United States					

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

11- 1	MP3 CATEGORY REFRESH KIT HK	1.00KT	3,685.72	3,685.72	06/25/2008
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Ship To: 00270
3778 South Marylan Parkway
Las Vegas NV 89119
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

12- 1	MP3 CATEGORY REFRESH KIT HK	1.00KT	3,685.72	3,685.72	06/25/2008
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Ship To: 00509
5301 Belt Line Blvd
Suite 110
Dallas TX 75248
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

13- 1	MP3 CATEGORY REFRESH KIT HK	1.00KT	3,685.72	3,685.72	06/25/2008
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Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Purchase Order

Dispatch via Print

Dispatch via Email			
Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		5
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Line-Sch		Item/Description	Replenishment Option: Standard	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
		Ship To: 00589							
		2104 US Highway 70 SE							
		Hickory NC 28602							
		United States							

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

14- 1 MP3 CATEGORY REFRESH KIT HK

1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 00593
4107 Portsmouth Blvd-Ste 118
Chesapeake VA 23321
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

15- 1 MP3 CATEGORY REFRESH KIT HK

1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 00597
10515 N Mopac Expy NB Bldg E
Austin TX 78759
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

16- 1 MP3 CATEGORY REFRESH KIT HK

1.00 KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		6
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Ship To: See Detail Below

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Line-Sch		Item/Description	Replenishment Option: Standard	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
Ship To:		00857						
		2710 N Dale Mabry Hwy						
		Tampa FL 33607						
		United States						

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

17- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 01624
1505 University Dr
College Station TX 77840
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

18- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 03143
1389 Boston Post Road
Milford CT 06460
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

19- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print			
Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		7
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William McCorey@circuitchity.com			
Ship To:	See Detail Below		

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard						
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt Due Date
	Ship To: 03285 Mall of Turtlecreek Jonesboro AR 72401 United States					

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

20- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 03428
1531 Froom Ranch Way
San Luis Obispo CA 93405
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

21- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 03597
1591 Beaver Creek Commons Drive
Apex NC 27502
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

22- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print			
Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		B
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard					
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
Ship To: 03736 3500 South Meridian Puyallup WA 98373 United States					

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

23- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 03738
2148 N 2nd Street
Millville NJ 08332
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

24- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 03748
1232 South Castle Dome Ave NO
Yuma AZ 85365
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

25- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		9
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Line-Sch	Item/Description	Replenishment Option: Standard	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Ship To: 03766
1731 E Bayshore Blvd
East Palo Alto CA 94303
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

26- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 03779
136 Elm Street
Enfield CT 06082
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

27- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 03830
4990 ALTAMA AVE
BRUNSWICK GA 31525
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

28- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		10
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Bill To: Expense Payables, DR3 8th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard						
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt Due Date
Ship To: 03845 2000 CLEMENTS BRIDGE RD SUITE 101 DEPTFORD NJ 08096 United States						

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

29- 1	MP3 CATEGORY REFRESH KIT HK		1.00	KT	3,685.72	3,685.72 06/25/2008
Ship To: 03847 1800 MCFARLAND BOULEVARD EAST, SUITE 500C TUSCALOOSA AL 35401 United States						

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

30- 1	MP3 CATEGORY REFRESH KIT HK		1.00	KT	3,685.72	3,685.72 06/25/2008
Ship To: 03848 1910 N DAVIS ROAD SALINAS CA 93907 United States						

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

31- 1	MP3 CATEGORY REFRESH KIT HK		1.00	KT	3,685.72	3,685.72 06/25/2008
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Authorized Signature

Electronically Approved
Reginald O. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Page 17 of 29

Purchase Order		Date	Revision	Page
CCS01-0000454323		06/25/2008	-	11
Payment Terms	Freight Terms	Ship Via		
NET 30	Destination	Bestway		
Buyer	Phone	Currency		
McCorey III, William		USD		
Email Address				
William McCorey@circuitcity.com				

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Dispatch via Print

Line-Sch		Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
		Ship To: 03859						
		2492 South Oneida						
		Ashwaubenon WI 54304						
		United States						

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

32- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 04132
2821 Countryside Drive
Turlock CA 95380
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

33- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 04135
3780 Veterans Memorial Blvd
Metairie LA 70002
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

34- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CC801-0000454323	06/25/2008		12
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			
Ship To:		See Detail Below	

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
Ship To: 04139 Spring Street & California Ave Signal Hill CA 95603 United States							

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

35- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 04143
465 Cross Keys Rd
Gloucester NJ 08081
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

36- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 04144
901 Norland Ave
Chambersburg PA 17201
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

37- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

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Reginald D. Hedgebeth, Senior VP



Dispatch via Print

Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		13
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address	William McCorey@circuitcity.com		
Ship To:	See Detail Below		

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Line-Sch		Item/Description	Replenishment Option: Standard	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
		Ship To: 04147							
		111 Hamiltons Crossing Drive							
		Alcoa TN 37701							
		United States							

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

38- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 04150
3931 Fairway Plaza Drive
Pasadena TX 77505
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

39- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 04234
370 East Rand Road
Arlington Heights IL 60004
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

40- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		14
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
Ship To:	04240						
	10602 Melody Drive East						
	Northglenn CO 80234						
	United States						

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

41- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 04247
2315 COLORADO BLVD #180
DENTON TX 76205
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

42- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Ship To: 04248
8725 Memorial Blvd
Port Arthur TX 77640
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

43- 1 MP3 CATEGORY REFRESH KIT HK 1.00 KT 3,685.72 3,685.72 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		15
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Ship To: See Detail Below

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
Ship To: 04256 1501 JOHNNIE DODDS BLVD Mount Pleasant SC 29464 United States							

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

44- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 04261
1530 COUNTY ROUTE 64
HORSEHEADS NY 14845
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

45- 1 MP3 CATEGORY REFRESH KIT HK 1.00KT 3,685.72 3,685.72 06/25/2008

Ship To: 04271
350 PATRIOT PLACE
FOXBOURGH MA 02035
United States

Schedule Total 3,685.72

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HK 3,685.72

46- 1 MP3 CATEGORY REFRESH KIT HL 1.00KT 3,754.28 3,754.28 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebath, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order		Date	Revision	Page
CCS01-0000454323		06/25/2008		16
Payment Terms	Freight Terms	Ship Via		
NET 30	Destination	Bestway		
Buyer	Phone	Currency		
McCorey III, William		USD		
Email Address				
William.McCorey@circuitcity.com				

Ship To: See Detail Below

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Line-Sch		Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
Ship To:		03518						
		3340 Cypress Plantation Trail						
		Raleigh NC 27616						
		United States						

Schedule Total 3,754.28

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HL 3,754.28

47- 1 MP3 CATEGORY REFRESH KIT HL

1.00 KT 3,754.28 3,754.28 06/25/2008

Ship To: 03551
5642 Transportation Blvd.
Garfield Heights OH 44125
United States

Schedule Total 3,754.28

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HL 3,754.28

48- 1 MP3 CATEGORY REFRESH KIT HL

1.00 KT 3,754.28 3,754.28 06/25/2008

Ship To: 03569
3401 N. Miami Avenue
Unit H
Miami FL 33127
United States

Schedule Total 3,754.28

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HL 3,754.28

49- 1 MP3 CATEGORY REFRESH KIT HL

1.00 KT 3,754.28 3,754.28 06/25/2008

Authorized Signature

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Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		17
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Ship To: See Detail Below

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard					
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
Ship To: 03570 2900 Belcrest Center Drive Hyattsville MD 20782 United States					

Schedule Total 3,754.28

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HL 3,754.28

50- 1 MP3 CATEGORY REFRESH KIT HL 1.00 KT 3,754.28 3,754.28 06/25/2008

Ship To: 03588
9600 S IH 35 SVRD
Unit Q
Austin TX 78748
United States

Schedule Total 3,754.28

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HL 3,754.28

51- 1 MP3 CATEGORY REFRESH KIT HL 1.00 KT 3,754.28 3,754.28 06/25/2008

Ship To: 03599
6 Allstate Rd
Boston MA 02127
United States

Schedule Total 3,754.28

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HL 3,754.28

52- 1 MP3 CATEGORY REFRESH KIT HL 1.00 KT 3,754.28 3,754.28 06/25/2008

Authorized Signature

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Reginald D. Hedgebeth, Senior VP



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Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		18
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			
Ship To:		See Detail Below	

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Replenishment Option: Standard					
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
Ship To: 04201 1700 New Haven Road Melbourne FL 32904 United States					

Schedule Total 3,754.28

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HL 3,754.28

53- 1 MP3 CATEGORY REFRESH KIT HUK 1.00 KT 5,097.92 5,097.92 06/25/2008

Ship To: 03853
4627 GREENWAY DRIVE
KNOXVILLE TN 37918
United States

Schedule Total 5,097.92

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HUK 5,097.92

54- 1 MP3 CATEGORY REFRESH KIT HUK 1.00 KT 5,097.92 5,097.92 06/25/2008

Ship To: 03855
811 SUNLAND PLAZA
EL PASO TX 79912
United States

Schedule Total 5,097.92

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry,Alex Nathaniel

Item Total MP3KIT_HUK 5,097.92

55- 1 MP3 CATEGORY REFRESH KIT HUK 1.00 KT 5,097.92 5,097.92 06/25/2008

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		19
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			
Ship To:			
See Detail Below			

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

Line-Sch		Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
Ship To:		03856						
		1001A W BAY AREA BLVD						
		WEBSTER TX 77598						
		United States						

Schedule Total 5,097.92

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HUK 5,097.92

56- 1 MP3 CATEGORY REFRESH KIT HUK 1.00KT 5,097.92 5,097.92 06/25/2008

Ship To: 04233
1754 US 27 North
Sebring FL 33872
United States

Schedule Total 5,097.92

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Attention: Perry, Alex Nathaniel

Item Total MP3KIT_HUK 5,097.92

57- 1 MP3 CATEGORY REFRESH KIT HUK 1.00KT 5,097.92 5,097.92 06/25/2008

Ship To: 04242
12325 SEAL BEACH BLVD
Seal Beach CA 90740
United States

Schedule Total 5,097.92

REQ FOR MP3 CATEGORY REFRESHER PROGRAM

Item Total MP3KIT_HUK 5,097.92

Total PO Amount 217,455.56

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order		Date	Revision	Page
CCS01-0000454323		06/25/2008		20
Payment Terms	Freight Terms		Ship Via	
NET 30	Destination		Bestway	
Buyer	Phone		Currency	
McCorey III, William			USD	
Email Address				
William.McCorey@circuitcity.com				

Ship To: See Detail Below

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

TERMS AND CONDITIONS

1. Acceptance is expressly limited to the terms and conditions contained in this purchase order ("Order"). By accepting this Order, Seller agrees to comply with the Circuit City Corporate Purchasing Vendor Procedures Manual (the "Vendor Procedures Manual"), a copy of which has been or will be provided to Seller from time to time. In the event that the Buyer and Seller have entered into a separate written agreement ("Procurement Agreement") for the purchase of any goods ("Goods"), services ("Services") (such Services being deemed to include any software, code, materials, documents or other deliverables ("Deliverables") provided as a part of such Services) or the license of any pre-existing software, code, reports, data or other intellectual property or rights therein ("IP") covered by this Order, any conflict between such Procurement Agreement and this Order shall be resolved in the following order of preference: (i) the Procurement Agreement; (ii) this Order; and (iii) the Vendor Procedures Manual. If there is no Procurement Agreement in place, any conflict between the Vendor Procedures Manual and this Order shall be resolved in favor of this Order. Any provisions in Seller's invoices, billing statements, acknowledgement forms or similar documents which are at variance with the provisions of this Order shall be of no force or effect unless specifically agreed to in writing by an authorized representative of Buyer. Seller shall accept or reject this Order by the next business day after receipt from Buyer. In the event that Seller does not accept or reject this Order within such time, Seller shall be deemed to have accepted this Order in all respects and Seller may be subject to a non-compliance charge as described in the Vendor Procedures Manual.

2. All Goods, Services and IP shall be delivered in accordance with any specifications, drawings, samples or other descriptions furnished by Buyer to Seller or as provided by Seller to Buyer.

3. Buyer assumes no liability (including but not limited to any obligation to purchase or obligation to store) with regard to Goods processed or shipped or Services or IP supplied in excess of the amount specified in this Order.

4. All Goods, Services and IP will be subject to Buyers' inspection and acceptance. In addition to other rights provided by law, Buyer reserves the right to refuse or reject non-conforming Goods, Services or IP. In the event Buyer shall have made payments to Seller for Goods so returned or Services or IP so refused or rejected, Seller shall promptly refund such payments to Buyer. Any Goods, Services or IP purchased in error by Buyer may be returned for credit within thirty (30) days and will be accepted by Seller. If the Goods, Services or IP delivered do not meet or exceed reasonable reliability requirements, including, without limitation, out-of-box failures, Seller shall identify the cause and replace the defective Goods, Services or IP with conforming Goods, Services or IP. The existence of any such epidemic failure shall be established from Buyer's service records for the Goods, Services or IP and by showing that the average failure rate for the specified period of the monitored Goods, Services or IP is not in conformance with reasonable reliability requirements. If any Goods, Services or IP fails to meet the warranties set forth herein, or is subject to epidemic failure, as set forth herein, such Goods, Services or IP may be returned to Seller for replacement. The cost of freight and handling to replace the Goods, Services or IP under warranty will be at the expense of Seller. The rights and remedies set forth in this Section shall be in addition to and not in limitation of any other right or obligation Buyer may have under the Procurement Agreement, this Order, the Vendor Procedures Manual or otherwise at law or in equity.

5. In the event Seller fails to deliver the Goods, Services or IP on the required delivery date specified in this Order, Buyer shall have the right, in addition to all other rights and remedies under the Procurement Agreement, this Order, the Vendor Procedures Manual or at law or equity or otherwise, and without any liability or obligation, to: (i) cancel this Order, or (ii) extend such delivery date to a later date, subject, however to the right to cancel as in (i) preceding. If delivery is not made or performance is not completed on or before such extended delivery date. Neither the acceptance nor delivery of Goods shipped or Services or IP provided after the date or dates specified herein shall be considered to be a waiver of Buyer's rights to recover damages for late delivery. Without limiting the generality of the foregoing, if Buyer elects to extend such delivery date, Seller shall absorb any differences between the charges to ship normal transportation and the charges to ship premium overnight.

6. Seller represents and warrants that neither it nor the Goods purchased nor Services nor IP provided or to be provided

Authorized Signature

Electronically Approved
Reginald D. Hedgesbeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		21
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorev III, William		USD	
Email Address			
William McCorev@circuitcity.com			

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

hereunder (i) infringe, misappropriate or otherwise violate any patent, trademark, trade secret, copyright or other proprietary right of any third party; (ii) compete unfairly (including, but not limited to passing off, misappropriation or violation of any state or federal statute), (iii) violate any applicable law or statute, or (iv) violate any other rights of third parties. Without limiting the generality of the foregoing, Seller further agrees that it and the Goods, Services and IP shall comply with all applicable laws, ordinances, regulations and codes (including any pertaining to the environment, safety or health), including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance of this Agreement. Further, Seller shall comply, and shall ensure that its agents and representatives comply, with all applicable laws and regulations relating to shipping of products for transit into the United States, including, without limitation, any customs laws and regulations. Seller shall be solely responsible for any taxes, duties or other payments due with regard to compliance with such applicable laws. Seller further warrants to Buyer that no Goods, Services or IP furnished by Seller under this Order are defined as a hazardous or toxic substance or material under applicable federal, state or local law, ordinance, rule, regulation or order, and that such Goods, Services and IP present no abnormal hazards to persons or the environment. Seller is responsible for adhering to all Federal and State laws and regulations as applicable regarding the shipment of any hazardous materials, and the Seller shall be responsible for all reasonable costs and/or penalties incurred by Buyer as a result of Seller's failure to comply with this Section.

7. Seller represents and warrants that any Goods, Services and IP provided pursuant to this Order are (a) merchantable, (b) free from material defects in design, material and workmanship, including, without limitation, such defects as could create a hazard to life or property; (c) fit and sufficient for the purpose intended; (d) in conformity with and will perform in accordance with all the other specifications, descriptions, documentation and/or requirements set forth or incorporated herein or provided with the Goods, Services or IP; and (e) in conformity with all applicable federal, state and local laws. Seller further represents and warrants that the Services provided hereunder will be performed in a satisfactory, efficient, competent, professional and workmanlike manner, and in accordance with industry standards.

8. Seller agrees to indemnify, defend and hold harmless Buyer and its affiliates and subsidiaries and their respective directors, officers, employees, agents, principals, representatives, successors and assigns from and against any losses, expenses, damages, claims, fines, penalties, costs and expenses (including reasonable attorneys' fees) that arise, directly or indirectly, out of or result from (a) the use and/or failure of the Goods, Services or IP covered by this Order, including without limitation, liability based upon death or injury to any persons or damage to any property; (b) Seller's non-performance or breach of the terms, representations and warranties contained in this Order; (c) Seller's negligence or willful misconduct in performance of its obligations under this Order; (d) Seller's violation or violation by the Goods, Services or IP of any of the laws of any governmental entity with respect to the Goods, Services or IP covered by this Order; or (e) any and all third party claims that the Seller or the Goods, Services or IP covered by this Order infringe, misappropriate or otherwise violate any patent, trademark, trade secret, copyright or other proprietary right of any third party.

9. In support of Seller's obligations under this Order, Seller shall maintain (a) statutory workers' compensation coverage, including coverage for employer's liability; (b) commercial automobile liability coverage; (c) commercial general liability insurance, including products, completed operations coverage, and covering liability arising from premises, operations, personal injury, advertising injury and liability assumed under an insured contract. The coverage limits required for such insurance shall be at least \$2,000,000 for each incident. Products - completed operations coverage shall be maintained for at least three (3) years after delivery of the Goods, Services or IP covered by this Order, or such longer time as may be set forth in a Procurement Agreement. Such policy shall name "Circuit City Stores, Inc., its affiliates, successors and assigns" as additional insured and shall be underwritten by an insurance carrier authorized to do business in the United States and having a rating of "A-" or better by A.M. Best Company and a Financial Size Category rating of at least Class VIII. Prior to delivery of the Goods, Services or IP covered by this Order, and thereafter upon reasonable request, a certificate of insurance evidencing the required coverage shall be provided to Buyer. All certificates shall provide for at least thirty (30) days written notice prior to cancellation of any insurance referred to herein.

10. In addition to the rights set forth in Section 5 above, at its option, Buyer may terminate all or a part of this Order upon written notice to Seller.

11. In the course of performance of this Order, Buyer may share with Seller certain documents and information, including, but not limited to, information pertaining to customers, products, business practices, schedules, services, methods, data, processes, advertising plans, sales, financial information and operating procedures which the Buyer

Authorized Signature

Electronically Approved
Reginald D. Hedgebath, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print

Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		22
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone	Currency	
McCorey III, William		USD	
Email Address			
William.McCorey@circuitcity.com			

Ship To: See Detail Below

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

considers to be, and treats as confidential ("Confidential Information"), whether or not specifically identified as such. The Seller shall maintain the Buyer's Confidential Information in confidence, shall protect it with the same degree of care that it uses to protect its own Confidential Information (which shall be not less than reasonable care), shall not disclose it to any third party and shall use it for the sole purpose of performing hereunder or under any Procurement Agreement. At the conclusion of this Order (or at the conclusion of the Procurement Agreement, if later), Seller shall either return the Buyer's Confidential Information in its possession (including all copies) or shall, at the Buyer's direction, destroy the Buyer's Confidential Information (including all copies) and certify its destruction to the Buyer. For purposes of this Section, the term "Confidential Information" shall not include any information which: (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the Seller; (b) the Seller can demonstrate was already in its possession prior to disclosure hereunder or is subsequently disclosed to the Seller with no obligation of confidentiality by a third party having the right to disclose it; or (c) is independently developed by the Seller without reference to the Buyer's Confidential Information provided that the Seller can clearly demonstrate such independent development through contemporaneous records showing such development. The Seller may disclose the Buyer's Confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure, the Seller shall inform the Buyer of such order if permitted by law, in order to provide the Buyer with an opportunity to contest such order or to seek such other protective action as the Buyer may elect. Seller may not issue a press release regarding this Agreement or the relationship of the parties hereunder without the Buyer's prior written approval. In the event of a violation of the terms of this Section, because of the unique nature of the Confidential Information, the Buyer would suffer irreparable harm, and money damages and other remedies at law available in the event of a breach or threatened breach would not be adequate to compensate for the harm caused by the breach or the threatened breach. Accordingly, in addition to any other remedies it may have hereunder or at law or in equity, Buyer shall have the right to obtain injunctive relief for violation of the terms of this Section.

12. If the Buyer of the Goods, Services or IP hereunder is Circuit City Purchasing Company, LLC ("Circuit City Purchasing"), the parties acknowledge and agree that Circuit City Purchasing may resell, transfer, assign or sublicense the Goods, Services or IP to Circuit City Stores, Inc. or to any other affiliate, and that, if they are not parties to a Procurement Agreement covering the purchase or license of the Goods, Services or IP in question, Circuit City Stores, Inc. and any other affiliate will be deemed to be intended and notified third party beneficiaries of the such Procurement Agreement and/or the terms of this Order and the Vendor Procedures Manual. Without limiting the generality of the foregoing, Circuit City Stores, Inc. and its affiliates shall be entitled to any and all rights and protections under any applicable Procurement Agreement, this Order, the Vendor Procedures Manual and applicable law, including, but not limited to all rights and protections under any warranties and indemnification provisions. Furthermore, Seller agrees that the resale, transfer, assignment or sublicense of any of such Goods, Services or IP shall in no way limit or restrict any warranty provided therewith, and all such warranties shall remain in force and effect as if no resale, transfer, assignment or sublicense had been made, and shall benefit Circuit City Purchasing, Circuit City Stores, Inc. or any other affiliate.

13. To the extent that Deliverables are provided as a part of the Services, such Deliverables, including all materials and documents, reports, summaries, and information compilations written, assembled or produced by Seller and all products, ideas, concepts, techniques, work product, inventions, processes or works of authorship developed or created by Seller during the course of providing Services to Buyer hereunder and all copyrights, patents, trade secrets, trademarks or other intellectual property rights associated with the Deliverables shall belong exclusively to Buyer. Buyer will have no obligation of nondisclosure or nonuse or otherwise with respect to the Deliverables or to any other information disclosed to Buyer hereunder. Seller automatically assigns at the time of creation of the Deliverables and without the requirement of further consideration, any right, title or interest Seller may have in such Deliverables, including any copyrights, patent rights or other intellectual property rights pertaining thereto. Upon request of Buyer, Seller shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. To the extent that Deliverables are deemed in any way to fall within the definition of "work for hire" as such term is defined in 17 U.S.C. Section 101, such Deliverables shall be considered to be "work for hire", the copyright of which shall be owned solely, completely and exclusively by Buyer.

14. With regard to any IP covered by this Order, Seller hereby grants Buyer a non-exclusive right and license to use the IP for the benefit of itself and its affiliates, subject to any limitations set forth in this Order. To the extent that no limitations are set forth in this Order, such license shall be perpetual, and Buyer and its affiliates shall have

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP



Circuit City Purchasing Company, LLC
9950 Mayland Drive
Richmond VA 23233

Vendor: 0002717982
CORMARK INC
1701 S WINTHROP DR
DES PLAINES IL 60018
United States

Dispatch via Print			
Purchase Order	Date	Revision	Page
CCS01-0000454323	06/25/2008		23
Payment Terms	Freight Terms	Ship Via	
NET 30	Destination	Bestway	
Buyer	Phone		Currency
McCorey III, William			USD
Email Address			
William.McCorey@circuitcity.com			

Ship To: See Detail Below

Bill To: Expense Payables, DR3 6th FL
9954 MAYLAND DRIVE
RICHMOND VA 23233
United States

unlimited use of such IP, without the obligation to make any future payments.

15. Buyer shall pay Seller only for applicable state and local sales and use tax payments with respect to transactions under this Order unless Buyer advises Seller that an exemption applies with respect to state and local sales and use taxes, as applicable. Taxes payable by Buyer shall be billed as separate items on Seller's invoices and shall not be included in Seller's prices. At Buyer's expense and subject to Buyer's direction and control, Buyer shall have the right to have Seller contest any such taxes that Buyer deems improperly levied.

16. The relationship of the parties under this Order shall be and at all times remain one of independent contractors and not principal and agent, employer and employee, franchisor and franchisee, partners or joint venturers. Neither party shall have the authority to assume or create obligations on behalf of the other party. Each party shall employ its own personnel and contractors and shall be solely responsible for their acts and be responsible for payment of all unemployment, Social Security, and other payroll taxes, including contributions required by law.

17. Neither party shall be held responsible for any delay or failure in performance of any part of this Order to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors ("Force Majeure Event"). If either party is unable to perform its obligations under this Order due to a Force Majeure Event, that party is responsible for giving written notice to the other party of its inability to perform and the steps it plans to take to rectify such inability. The parties shall be obligated to use their best efforts to continue to perform pursuant to the terms of this Order. In the event Seller is unable to perform within five (5) days of a Force Majeure Event, Buyer shall have the right to cancel this Order.

18. No course of dealing of Buyer nor any delay or omission of Buyer to exercise any right or remedy granted under this Order shall operate as a waiver of any rights of Buyer. No waiver of any obligation of either party under this Order shall be effective unless it is in writing and signed by both parties. The failure of either party at any time to enforce any right or remedy available to it under this Order or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

19. No right of Seller under this contract resulting from the acceptance of this Order, including, without limitation, any account based upon this Order, shall be assignable without the written consent of Buyer.

20. This Order shall be governed by the laws of the Commonwealth of Virginia, excluding its choice of law rules.

21. This Order, together with the Vendor Procedures Manual and the Procurement Agreement, if any, between the parties, shall constitute the entire agreement between the parties with respect to the subject matter of this Order and shall not be modified or rescinded, except by a writing signed by Buyer and Seller. The provisions of this Order which, by their nature, should survive shall survive the termination or expiration of this Order.

Authorized Signature

Electronically Approved
Reginald D. Hedgebeth, Senior VP